

REQUEST FOR BID

RFB COVER SHEET

Administrative Information:

| | | | | |
|---|---|--|----------------------------------|-------------------------|
| TITLE OF RFB: | Statewide Master Contract for 911 CPE Hardware and Software | | RFB Number: | RFB-0227-583-001 |
| Agency: | Iowa Homeland Security and Emergency Management Department | | | |
| State seeks to purchase: | | Available to Political Subdivisions? | Yes | |
| Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract: | 3 years | Number of possible annual extensions: | Two one year extensions | |
| Initial Contract term beginning: | Date: April 1, 2014 | Ending: | Date: March 31, 2017 | |
| State Issuing Officer: Terry Brown | | | | |
| Phone e-Mail and Fax: 515-725-3231(phone) 515-725-3260 (fax) Terry.brown@iowa.gov | | | | |
| Mailing Address: 7105 NW 70 th Ave, Camp Dodge Bldg W-4, Johnston IA 50131 | | | | |
| PROCUREMENT TIMETABLE—Event or Action: | | | Date/Time (Central Time): | |
| State Posts Notice of RFB on TSB website | | | Feb. 28, 2014 | |
| State Issues RFB | | | April 4, 2014 | |
| RFB written questions, requests for clarification, and suggested changes from Vendors due: | | | March 7, 2014 | |
| Agency's written response to RFB questions, requests for clarifications and suggested changes due: | | | March 14, 2014 | |
| Proposals Due Date: Proposals Due Time: | | | March 24, 2014 3 p.m. | |
| Anticipated Date to issue Notice of Intent to Award: | | | April 4, 2014 | |
| Anticipated Date to execute contract: | | | | |
| Relevant Websites: | Web-address: | | | |
| Internet website where Addenda to this RFB will be posted: | http://bidopportunities.iowa.gov/ | | | |
| Internet website where contract terms and conditions are posted: | das.gse.iowa.gov/terms_services.pdf | | | |
| Number of Copies of Proposals Required to be Submitted: | | | 1 original-1 CD | |
| Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Vendor guarantees all proposal terms, including price, will remain firm: | | | 180 Days | |

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SECTION 1 INTRODUCTION

1.1. Purpose

The purpose of this Request for Bid (RFB) is to solicit proposals from Responsible Vendors to provide the goods and/or services identified on the RFB cover sheet and further described in Section 4 of this RFB to the Agency identified on the RFB cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFB cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFB cover sheet.

1.2. Definitions

For the purposes of this RFB and the resulting contract, the following terms shall mean:

- 1.2.1. **“Agency”** means the agency identified on the RFB cover sheet that is issuing the RFB and any other agency that purchases from the Contract.
- 1.2.2. **“Contract”** means the contract(s) entered into with the successful Vendor(s) as described in Section 6.1.
- 1.2.3. **“Vendor”** means a company submitting Proposals in response to this RFB.
- 1.2.4. **“Customer Premise Equipment (CPE)”** means terminal equipment, i.e. telephones, key systems, PBXs, modems, video conferencing devices, etc. connected to the telephone network and resides on the customer’s premises.
- 1.2.5. **“Proposal”** means the Vendor’s proposal submitted in response to the RFB.
- 1.2.6. **“Responsible Vendor”** means a Vendor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Vendor is a Responsible Vendor, the Agency may consider various factors including, but not limited to, the Vendor’s competence and qualifications to provide the goods or services requested, the Vendor’s integrity and reliability, the past performance of the Vendor and the best interest of the Agency and the State.
- 1.2.7. **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFB.
- 1.2.8. **“RFB”** means this Request for Bid and any attachments, exhibits, schedules or addenda hereto.
- 1.2.9. **“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and

commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

1.3. Overview of the RFB Process

This RFB is designed to provide Vendors with the information necessary for the preparation of competitive Proposals. The RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Vendor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Vendors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency's intention to evaluate Proposals from all Responsible Vendors that submit timely Responsive Proposals.

1.4. Background Information

The Iowa Homeland Security and Emergency Management Department (HSEMD) is seeking bids from vendors who can provide CPE hardware and software for Public Safety Answering Points (PSAPs) complying with the Next Generation 911 (NG911) technology. This RFB gives the PSAPs the ability to update and upgrade existing equipment to the latest available technology.

PSAP 911 call premise equipment (CPE) acquired on this contract will be required to interface with the state's NG911 ESInet.

Vendors shall provide cost elements that include but is not limited to: hardware, software, maintenance, licensing fees for the calling taking positions or CPE, including all ancillary interfacing equipment.

The Agency is soliciting bids from Responsible vendors that provide 911 CPE hardware and software that meets the current NENA NG 911 requirements and standards available or as they become available in the future. As new requirements and standards become available, vendors will have six months for complying with the NENA standards after formally available. The products must be designed to: provide the highest level of reliability and survivability possible; easily integrate new technology and easily interface with ancillary equipment.

1.5 Use of SubVendors

- A. The Vendor is permitted to subcontract for the performance of certain services required under the Contract. Subcontracts must adhere to the provisions of the Contract, including the Iowa Department of Administrative Services General Terms for Services Contracts located at **das.gse.iowa.gov/terms_services.pdf**. Planned use of subVendors by

an applicant must be clearly explained in the proposal. This information must include:

1. The name and address of the subVendor if known;
 2. The scope of work to be performed by each subVendor;
 3. SubVendor qualifications; and
 4. The estimated dollar amount of each subcontract.
- B. Current individual employees of the State of Iowa may not act as subVendors under this Contract.
- C. The Vendor is fully responsible for all work performed by subVendors. No subcontract into which the Vendor enters with respect to performance under the Contract will, in any way, relieve the Vendor of any responsibility for performance of its duties.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFB cover sheet is the sole point of contact regarding the RFB from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFB until a Notice of Intent to Award the Contract is issued, Vendors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in Section 2.5. Oral questions related to the interpretation of this RFB will not be accepted. Vendors may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Vendors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFB from the Internet

The RFB and any addenda to the RFB will be posted at <http://bidopportunities.iowa.gov/> and at <http://homelandsecurity.iowa.gov/>. The Vendor is advised to check the websites periodically for Addenda to this RFB, particularly if the Vendor downloaded the RFB from the Internet as the Vendor may not automatically receive addenda. It is the Vendor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFB cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Vendor submissions, the Agency will issue an addendum to the RFB.

2.5 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFB to the Issuing Officer. Vendors may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications, and suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFB cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB, Vendor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Vendors on before the date listed on the RFB cover sheet. The Agency's written responses will become an addendum to the RFB. If the Agency decides to adopt a suggestion that modifies the RFB, the Agency will issue an addendum to the RFB.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

2.6 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Vendor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Vendors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Vendor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Vendor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Vendors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFB cover sheet before the "Proposals Due" date listed on the RFB cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Vendor.** Vendors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Vendor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Vendors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFB will be rejected. Oral information provided by the Vendor shall not be considered part of the Vendor's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFB and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Vendors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Vendors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Vendor.

2.11 No commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFB at any time prior to the execution of the Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

2.12.1 The Vendor fails to deliver the cost proposal in a separate envelope.

2.12.2 The Vendor acknowledges that a mandatory requirement of the RFB cannot be met.

- 2.12.3** The Vendor's Proposal changes a material requirement of the RFB or the Proposal is not compliant with the mandatory requirements of the RFB.
- 2.12.4** The Vendor's Proposal limits the rights of the Agency.
- 2.12.5** The Vendor fails to include information that is necessary to substantiate that it will be able to meet a requirement of the RFB as provided in Section 3 of this RFB.
- 2.12.6** The Vendor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Vendor fails to include proposal security, if required.
- 2.12.8** The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFB.
- 2.12.9** The Vendor presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of this RFB.
- 2.12.10** The Vendor initiates unauthorized contact regarding the RFB with a State employee other than the Issuing Officer.
- 2.12.11** The Vendor provides misleading or inaccurate responses.
- 2.12.12** There is insufficient evidence (including evidence submitted by the Vendor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Vendor is a Responsive Vendor.
- 2.12.13** The Vendor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter or Attachment 3, Certification of Compliance with Mandatory Requirements.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Vendors, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Vendor from full compliance with RFB specifications or other Contract requirements if the Vendor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Vendor's qualifications and the qualifications of any subVendor identified in the Proposal.

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts, the qualifications of any subVendor identified in the Proposal, the Vendor's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Vendor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Vendor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Proposal. The Agency will not consider information received from or through Vendor if the information materially alters the content of the Proposal or the type of goods and/or services the Vendor is offering to the Agency. An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Vendor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Vendor properly requests confidential treatment as set forth in Section 2.19 or according to exceptions provided *in Iowa Code Chapter 22* or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency will treat all information submitted by a Vendor as a public record unless the Vendor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Agency's release of public records is governed by *Iowa Code Chapter 22*. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Vendor's Proposal. **Costs for this proposal cannot be listed as confidential.** In addition, the Vendor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Vendor is requesting Confidential treatment must be conspicuously marked by the Vendor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Vendor identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Vendor designates any portion of its Proposal as confidential, the Vendor must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3.1.2 of this RFB. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If the Agency receives a request for information that includes information a Vendor has marked as confidential, the Agency will give written notice to the Vendor at least seven calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent

jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Vendor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Vendor may have had.

2.20 Copyright Permission

By submitting a Proposal, the Vendor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Vendor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.21 Release of Claims

By submitting a Proposal, the Vendor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFB or concerning the Agency's failure, negligent or otherwise, to provide the Vendor with pertinent information in this RFB.

2.22 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed by the Agency. The Agency will award the Contract(s) to the Responsible Vendor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.23 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Vendors submitting a timely Proposal and may be posted at the website shown on the RFB cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Vendor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Vendor the Agency believes will provide the best value to the State.

2.24 No Contract Rights until Execution

No Vendor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Vendor and the Agency.

2.25 Choice of Law and Forum

This RFB and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

2.26 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.27 Appeals

A Vendor whose Proposal has been timely filed and who is aggrieved by the award of the Agency may appeal the decision by filing a written notice of appeal to: Director, Iowa Homeland Security and Emergency Management Department, 7105 NW 70th Ave, Camp Dodge-Bldg W4, Johnston, IA 50131, with a copy to the Issuing Officer. The notice of appeal can be sent by facsimile to 515-725-3260. The notice must be filed within five days of the date of the Intent to Award notice issued by the Agency, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFB and / or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Vendor.

Appeals of the Notice of Intent to Award generally follow the procedures and rules of the appeal process for the Department of Administrative Services, found at Iowa Administrative Code chapters 11- 7 and 11-117.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1. Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1. The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope.

The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFB Number: HSEMD-583-911-2014

RFB Title: E911 Hardware and Software

Issuing Officer Name: Terry Brown

**Agency Address: Iowa Homeland Security and Emergency
Management Department, 7105 NW 70th Ave, Camp Dodge-Bldg W4,
Johnston, IA 50131**

[Vendor's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2. **Number of Copies- one original and one electronic copy (CD)** of both parts of the Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer.
- 3.1.3. If the Vendor designates any information in its Proposal as confidential pursuant to Section 2.19, the Vendor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.4. Proposals shall not contain promotional or display materials.
- 3.1.5. Attachments shall be referenced in the Proposal.
- 3.1.6. If a Vendor proposes more than one solution to the RFB requirements, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Vendor shall sign the transmittal letter. The letter shall include the Vendor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.19.

3.2.2 Executive Summary

The Vendor shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 3.2.2.1** Statements that demonstrate that the Vendor has read, understands and agrees with the terms and conditions of the RFB including the contract provisions in Section 6.
- 3.2.2.2** An overview of the Vendor's plans for complying with the requirements of this RFB.
- 3.2.2.3** Any other summary information the Vendor deems to be pertinent.

3.2.3 Specifications and Technical Requirements

The Vendor shall answer whether or not it will comply with each requirement in Section 4 of the RFB. Where the context requires more than a yes or no answer or the specific requirement so indicates, Vendor shall explain how it will comply with the requirement. Merely repeating the Section 4 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFB or requirements the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

3.2.4 Background Information

The Vendor shall provide the following general background information:

- 3.2.4.1** Name, address, telephone number, fax number and e-mail address of the Vendor including all d/b/a's or assumed names or other operating names of the Vendor and any local addresses and phone numbers.
- 3.2.4.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 3.2.4.3** State of incorporation, state of formation, or state of organization.

- 3.2.4.4 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Vendor's performance under the terms of this RFB.
 - 3.2.4.5 Number of employees
 - 3.2.4.6 Type of business
 - 3.2.4.7 Name, address and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning the Proposal.
 - 3.2.4.8 Name, contact information and qualifications of any subVendors who will be involved with this project the Vendor proposes to use and the nature of the goods and/or services the subVendor would perform.
- 3.2.5 **Experience:** The Vendor must provide the following information regarding its experience:
 - 3.2.5.1 Number of years in business.
 - 3.2.5.2 Number of years experience with providing the types of goods and/or services sought by the RFB.
 - 3.2.5.3 The level of technical experience in providing the types of goods and/or services sought by the RFB.
 - 3.2.5.4 A list of all goods and/or services similar to those sought by this RFB that the Vendor has provided to other businesses or governmental entities.
 - 3.2.5.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Vendor's performance in providing goods and/or services similar to the goods and/or services described in this RFB and a contact person and telephone number for each reference.
- 3.2.6 **Termination, Litigation, Debarment**

The Vendor must provide the following information for the past five (5) years:

 - 3.2.6.1 Has the Vendor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
 - 3.2.6.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Vendor under any existing or past contracts for goods and/or services. Provide full details

regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

3.2.6.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

3.2.6.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Vendor or its officers have been a party.

3.2.6.5 Any irregularities discovered in any of the accounts maintained by the Vendor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Vendor. Vendor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Vendor, following execution of the Contract.

3.2.7 Acceptance of Terms and Conditions

The Vendor shall specifically agree that by submitting the Proposal, the Vendor is accepting all terms and conditions stated in the RFB. However, if the Vendor objects to any term or condition, the Vendor must specifically refer to the RFB page and section number and provide the reason for the objection. Objections or responses that materially alter the RFB may be deemed non-responsive and result in rejection of the Proposal.

3.2.8 Firm Proposal Terms

The Vendor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 180 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Vendor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services using the Cost Proposal format as provided in Attachment 1.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

4.1 OVERVIEW

The successful Vendor shall provide the goods and/or services to Agency in accordance with the specifications and technical requirements as provided in this Section. The Vendor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Vendor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Proposals must identify any deviations from the requirements of this RFB or requirements the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

There are three types of requirement addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Vendor must be able to satisfy all these requirements to be deemed a Responsible Vendor.
- **Scored Mandatory Technical Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee. Compliance with the Scored Technical Requirements is also mandatory.
- **Optional Scored Requirements:** These are scored non-mandatory requirements the Agency may be interested in having.

4.2 Mandatory (Pass/Fail) Technical Requirements

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Vendors must mark either **“yes” or “no”** to each requirement in their Proposals. By indicating “yes” a Vendor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Vendor is successful. In addition, if specified by the requirements or if the context otherwise requires, the Vendor shall provide references and/or supportive materials to verify the Vendor’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

- 4.2.1** The Vendor must certify that the equipment has completed interoperability testing with the State of Iowa NG911 ESInet. Equipment must be IP/SIP enabled.

4.2.2 The vendor 's equipment must be able to access the State of Iowa's NG 911 ESInet utilizing one of the following three connectivity options for support and monitoring of the CPE which is handled by the State's Vendor, TCS. Each of the options is listed below, in order of preference, option **a** being the preferred solution:

- a. Preferred solution is to DUAL-HOME the CPE gear with dual Network Interface Cards {NICs} that are performing ESInet functions. ESInet functions include SIP, RTP, and location lookups. Dual-homing the CPE separates the routing domains of the 3rd Party and that of the ESInet. TCS has placed a firewall on the ESInet leg of the PSAP CPE, protecting the ESInet from the PSAP CPE and protecting the PSAP CPE from the ESInet. Persistent static routes are required on all dual-homed equipment. It is recommended that the DEFAULT ROUTE is pointed towards the ESInet with additional routes of the 3rd party vendor added as necessary. The State also requires that the CPE SIP/RTP/Location interface be connected directly into the TCS switch.
- b. If the CPE is unable to support dual NICs, then a single NIC utilizing 802.1q {VLAN trunking} protocol is the next preferred solution. The State utilizes VLAN 77 on the LAN facing the CPE. TCS has reserved VLANs 40-79 for the use of ESInet therefore the 3rd party vendor may use VLANs 2 through 39, and 80 through 4000. VLAN 1 should not be used under any circumstances. TCS will then bridge the VLAN of the 3rd party vendor from the TCS switch to the 3rd Party switch. The interconnect between TCS and 3rd party vendor will NOT be a trunk port, and must be an access port for only the 3rd party vendor VLAN.
- c. The last option is a routed-net DMZ between TCS and the 3rd Party gear. The CPE will be connected directly into TCS switch. The TCS router/firewall will have a ROUTED-NET connected to the 3rd party. This routed-net will only have firewall/router/vpn endpoints, and no hosts, CPE or otherwise, will exist on the routed-net. TCS will add static routes towards the 3rd party Vendor equipment, and the 3rd party Vendor will likewise have to have static routes from their firewall/vpn pointing towards TCS router/firewall. The 3rd party vendor will need to provide a list of hosts and protocols/ports required for their administration. TCS will then have a security review of all "firewall holes" required. Upon approval, TCS will grant access based upon least privilege.

4.2.2 The Vendor 's equipment meets the current NENA i3 NG 911 requirements and standards available.

4.2.3 The Vendor must be able to comply with future NENA NG 911 requirements and standards, as they become formally available from NENA, within six months.

4.3 Mandatory Scored Technical Requirements

All items listed below are Mandatory. Vendor shall respond to all requirements.

4.3.1 Requirements

1. Equipment must comply with applicable industry standards such as:
 - a. Underwriters Laboratories (UL)
 - b. International Organization of Standards (ISO)
 - c. Open System Interconnection (OSI)
 - d. Institute of Electrical and Electronics Engineers (IEEE)
 - e. American National Standards Institute (ANSI)
 - f. Electronic Industries Alliance (EIA)
 - g. Telecommunications Industry Association (TIA), (including ANSI/EIA/TIA-568 Commercial Building Telecommunications Wiring Standards), etc.
2. CPE Monitoring Access, must support monitoring locally via a maintenance and administration terminal. Must have the capability of monitoring power, voltages, and system alarms. Must have the capability to send alarm alerts to selected personnel.
3. CPE uptime must meet industry standard of 99.995 or better. Vendors are required to describe any scheduled maintenance or upgrades that would require the equipment to be taken out of service.
4. The equipment shall be configured in a fully redundant design to meet NENA, NRIC and other industry best practices and support the current NENA i3 requirements. Must be configured to be fully survivable, fault tolerant, and secure.
5. The equipment must be capable of future expansion in order to meet future growth and NG applications as they are developed. Must be expandable without a disruption of service and include adequate space for additional hardware and wiring.

6. System shall be Americans with Disabilities Act (ADA) compliant to include TDD/TTY capability.
7. Equipment must be capable of transferring 911 calls between agencies, including 10 digit dialing from each workstation.
8. Vendor must provide a recommended list of all spare parts required to maintain the equipment.
9. The equipment must have the capability of reporting an alarm to PSAP personnel that a trunk has been off hook for a PSAP-controlled amount of time. An authorized PSAP administrator should have the capability to release the trunk.
10. Vendor must provide malware protection for all servers and workstations including updates as available.
11. Vendor shall warrant equipment purchased for a minimum of one year from the date of purchase. Under this warranty, shall remedy at their expense for any defect, replacing all faulty parts.
12. All equipment warranties will include 24x7 maintenance response at no additional cost for time and travel to the purchaser.
13. Vendor must offer maintenance agreements for the 911 systems, associated equipment and software upgrade services. If offered in phases, the maintenance agreement costs may not increase more than the current Consumer Price Index from one year to the next or 5%, whichever is less.

4.3.2 Requirements

1. Vendor shall work with the individual purchasers for requirements specific to their agency beyond what is listed in this proposal.
2. Warranty and contract maintenances shall be on seven days a week, twenty-four hours a day, including weekends and holidays.
3. All E911 systems proposed shall include, but not limited to: support Automatic Number Identification (ANI), Automatic Location Information (ALI), forced disconnect, call overflow routing, speed dialing, Automatic call distribution (ACD), call detail record database to the Management Information System (MIS), and Geographic Information Services (GIS).

4. Equipment must be capable to receive and respond to electronic emergency messages, including but not limited to text messaging, instant message (SMS), images, NENA standard 08-501 data, video clips and any new method of access to E911 developed in the future.
5. Vendor shall provide detailed training on all new equipment to PSAP personnel.
6. Equipment shall support interfaces, including but not limited to; computer aided dispatch (CAD), Records Management Systems (RMS), logging recorder, master clock device, network interfaces, logging printer, mapping systems.

4.3.3 Pricing Requirements

1. Bidder shall provide a firm fixed price for the minimum solution that meets the requirement of this RFP. The base price must include any items necessary for interfacing with the NG 911 ESInet and all ancillary equipment, including but not limited to: additional hardware, software, wiring, cables, licensing fees, etc. Must include software updates and annual maintenance for the duration of the contract.
2. If pricing varies based on the additional number of call taking positions, Vendor must provide pricing break down.
3. Must provide a detailed, itemized list of all the components and maintenance upgrades to be included in this cost proposal.
4. Optional items and associated prices shall be clearly marked as "Optional" and listed on a separate sheet from the cost proposal.
5. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
6. Vendor shall hold pricing valid for three years from date of issuance.

4.3.4 Describe in detail the on-going support and maintenance services will provide.

4.3.5 Information – Please provide the following information, which will be used as part of the evaluation of 's qualifications:

4.3.5.1 Name of

4.3.5.2 Form of business entity (e.g. corporation, partnership, etc.)

4.3.5.3 State of incorporation (if a corporation)

4.3.5.4 Home office address and telephone number

4.3.5.5 Provide a description of 's background, organizational history, size and years in business

SECTION 5 CONTRACTURAL TERMS AND CONDITIONS

5.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFB shall comprise the specifications, terms and conditions of the RFB, written clarifications or changes made in accordance with the provisions of the RFB, the contract terms and conditions contained at the web-address indicated on the RFB cover sheet, the offer of the successful Vendor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Vendor to the provisions or terms and conditions of the RFB shall be incorporated into the Contract unless Agency has explicitly accepted the Vendor's objection or amendment in writing.

The Contract terms and conditions contained at the web-address indicated on the RFB cover sheet will be incorporated into the Contract. The Contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Vendors to better evaluate the costs associated with the RFB requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

By submitting a Proposal, each Vendor acknowledges its acceptance of the RFB specifications and the Contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFB or Contract language it proposes to include in place of the provision. Exceptions that materially change the Contract terms and conditions or the requirements of the RFB may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Vendor or to negotiate Contract terms with the successful Vendor if the best interests of the State would be served.

5.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFB cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFB cover sheet.

5.3

Insurance

The Contract will require the successful Vendor to maintain insurance coverage(s) of the type and in the minimum amounts set forth below.

- 5.3.1 Vendor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and the Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Homeland Security and Emergency Management Department are named as additional insured, and that the coverage afforded to the State of Iowa and the Homeland Security and Emergency Management Department under this policy shall be primary insurance. If the State of Iowa or the Homeland Security and Emergency Management Department has other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Vendor shall cause to be issued insurance policies with the coverages set forth below:

5.3.2 Type of Insurance

| Type of Insurance | LIMIT | AMOUNT |
|---|---|--|
| General Liability (including contractual liability) written on an occurrence basis | General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence | \$2 million \$1 Million \$1 Million \$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit | \$1 Million |
| Excess Liability, Umbrella Form | Each Occurrence Aggregate | \$1 Million \$1 Million |
| Errors and Omissions Insurance | Each Occurrence | \$1 Million |

| Type of Insurance | LIMIT | AMOUNT |
|--|------------------------------|----------------------------|
| Property Damage | Each Occurrence Aggregate | \$1 Million \$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | As required by Iowa law |

- 5.3.3 **Claims Provision.** All insurance policies required by this Agreement must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.
- 5.3.4 **Certificates of Coverage.** At the time of execution of this Contract, Vendor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Vendor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Vendor related to this Contract, certifying that the State of Iowa and the Homeland Security and Emergency Management Department are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Vendor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.
- 5.3.5 **Liability of Vendor.** Acceptance of the insurance certificates by the Agency shall not act to relieve Vendor of any obligation under this Contract. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Vendor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Vendor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Vendor. Notwithstanding any other provision of this Contract, Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 6 of this Contract.
- 5.3.6 **Waiver of Subrogation Rights.** Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.

- 5.3.7 **Filing of Claims.** In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Vendor shall, at the Agency's request, immediately file a proper claim under such policy. Vendor will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Vendor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Vendor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Vendor's receipt of such proceeds or payments.
- 5.3.8 **Proceeds.** In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6, neither the Vendor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Vendor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

5.4 Indemnification

Vendor and its successors and permitted assigns shall indemnify and hold harmless the Agency, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

- 5.4.1 Any violation or breach of any term or condition of this Agreement by or on behalf of , including, the furnishing or making by of any statement, representation, warranty or certification in connection with this Agreement, the RFB or the Proposal that is false, deceptive, or misleading; or
- 5.4.2 Any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of , its officers, employees, agents, board members, subsidiaries, affiliates, Vendors or subVendors; or

- 5.4.3** Vendor's performance or attempted performance of this Agreement; or
- 5.4.4** Failure by Vendor or its employees, agents, officers, directors, subsidiaries, affiliates, Vendors or subVendors to comply with any applicable local, state, federal and international laws, rules, ordinances and regulations; or
- 5.4.5** Any failure by Vendor or its employees, agents, officers, directors, Vendors or subVendors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the to conduct business in the State; or
- 5.4.6** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that all or any part of the Software or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party.
- 5.4.7** Vendor's obligations under this section are not limited to third-party claims, but shall also apply to any claims that either party may assert against the other.
- 5.4.8** Vendor shall be liable for any personal injury or damage to property caused by the fault or negligence of , its officers, directors, employees, agents and approved Vendors or subVendors.
- 5.4.9** Vendor's duties as set forth in this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnatee.

5.5 Payment Terms

Per Iowa Code § 8A.514, the State of Iowa is allowed sixty (60) days to pay an invoice submitted by the Vendor.

ATTACHMENT # 1
COST PROPOSAL

Vendor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included. Please use the following template or provide on an Excel spreadsheet for the itemized list with associated costs for each item. Please use additional pages to provide any additional narrative support for the cost information.

Eligible Costs (scored)

| Deliverable Item | Firm US Dollars |
|-------------------------|------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL COST: | |